

Deeds Relating to the Russell Homestead, Fell Township, Lackawanna County, PA

The numbers given below refer to the pages on SRP's master list of deeds (and other family documents) on which the scans of these deeds are presented; "24-29"= the deed that begins on the page titled "Deed 24" and ends on the page titled "Deed 29).

1-3: Indenture, June 15, 1847, between David Liddell, state of Ohio and Christian Russell, state of Pennsylvania....

This indenture made the fifteenth day
of June one thousand eight hundred and
forty seven between David Liddle of the state
of Ohio and County of Wayne of the one part and
Christian Russell of the state of Pennsylvania
County of Lawrence of the other part Witnesseth
that the said David Liddle for and in consideration
of the yearly Rent and covenants herein after mentioned
and received on the part and behalf of the said Christian
Russell his executors administrators and assigns to be paid
kept and performed hath demised set and to farm let and
and by these presents doth demise set and to farm let unto
unto the said Christian Russell his administrators executors
and assigns all that Messuage and tract of land situate in
in the township of Fell and County of Lawrence together with
all and singular the buildings improvements Rights Privileges
and appurtenances what so ever there unto belonging or in any
wise appertaining and the Reversions and Remainders Rents
issues and Profits thereof To have and to hold the said Mes-
uage and tract of Land and all and singular the premises
hereby demised with the appurtenances unto the said Christian
Russell his executors administrators and assigns from the first
day of April one thousand eight hundred and forty eight Next
ensuing the date hereof for and during the term of ~~two~~ years there
next ensuing and fully to be complete and ending yearling and
paying for the same unto the said David Liddle his exec

and received on the part and behalf of the said Christian
Rupell his executors administrators and assigns to be paid
kept and performed hath demised set and to farm let and
and by these presents doth demise set and to farm let unto
unto the said Christian Rupell his administrators executors
and assigns all that Messuage and tract of land situate in
in the Township of Fullan County of Lowscorn together with
all and singular the buildings improvements Rights Members
and appurtenances what so ever there unto belonging or in any
wise appertaining and the Reversions and Remainders Rents
issues and Profits thereof. To have and to hold the said Mes-
uage and tract of Land and all and singular the premises
hereby demised with the appurtenances unto the said Christian
Rupell his executors administrators and assigns from the first
day of Aprile one thousand eight hundred and forty eight Next
ensuing the date hereof for and during the term of ~~four~~ ^{four} years there
next ensuing and fully to be complete and ending yealding and
paying for the same unto the said David Liddle his exor
utors administrators and assigns the yearly Rent or sum of one
hundred dollars payable on the first day of July yearly after possession is given
and on the first day of Aprile yearly and the said Christian Rupell
for herself her heirs executors administrators doth Covenant Promise and
agree to and with the said David Liddle his heirs executors and
administrators and assigns by these presents that the said
Christian Rupell his heirs executors and administrators or some
of them shall and well well and truly pay or cause to be paid
unto the said David Liddle his executors administrators and
assigns the said yearly Rent of one hundred dollars with the
yearly tax.

Whereby reserved on the several days and and times herein before
mentioned and appointed for payment thereof according to
the true intent and meaning of these presents and the said
David Liddle for himself his heirs executors administrators
doth covenant promise grant and agree to and with the
said Christian Russell his executors administrators and
assigns by the presents and that said Christian Russell
his executors administrators and assigns paying the rent and
performing the covenants aforesaid shall and lawfully may
peaceably and quietly have hold use occupy possess and
enjoy the said demised premises with the appurtenances
as during the term aforesaid without the lawful
let suit trouble eviction molestation or interruption of
the said David Liddle his heirs or assigns or of any
other persons or persons whatsoever

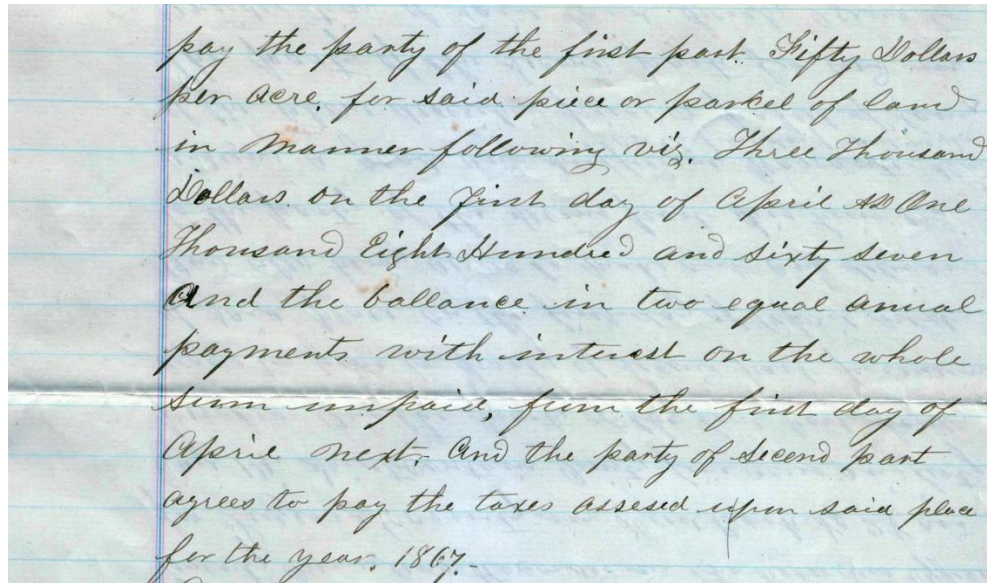
In Witness Whereof we have set our hands and seals

David Liddell *Cur*
Christian Russell *Cur*
James Russell *Cur*

4-6: Bond: Theodore Mills to Margaret, Richard, and Thomas Vaux. \$465.26, June 30, 1842

7-12: John Reilly to James Russell: March 30, 1859, \$1,000, 22 acres 138 perches

13-16: Henry G. G. Reynolds to James Russell, January 2, 1867, 35 acres and 50 perches



pay the party of the first part. Fifty Dollars
per acre, for said piece or parcel of land
in manner following viz. Three Thousand
Dollars on the first day of April 1843 One
Thousand Eight Hundred and sixty seven
And the ballance in two equal annual
payments with interest on the whole
sum unpaid, from the first day of
April next. And the party of second part
agrees to pay the taxes assessed upon said place
for the year 1867.

17-23: Mortgage/Indenture, June 30, 1842, Theodore Mills, Carbondale Township, to Margaret, Richard, and Thomas Vaux: 35 acres and 127 perches, \$465.26 (Vaux to pay \$232.63—1/5th the first day of July 1843, 1844, 1845, 1845, 1836, 1837. This property became part of the James Russell farm in Fell Township (which increased in size to 64 acres and 92 perches, in the period from the death of Michael Gillespie to November 14, 1855, when Christian and David Liddell sold the property to James Russell for \$1,300. (see deed on pages 86-87)

24-29. Ten years after Michael Gillespie acquired in 1843 the original Russell property in Fell Township (35 acres and 127 perches), the property had grown, by 1853, to 64 acres and 92 perches, which Christiana and David Liddell bought on July 11, 1853, for \$390. (see deed on pages 24-29) Christian and David Liddell sold, on November 14, 1855, the same 64 acres and 92 perches of land, to James Russell for \$1,300. See deed on pages 86-87, as follows:

Know all men by these Presents that we David Liddell of Wayne County State of Ohio and Christiana his wife for and in Consideration of the sum of thirteen Hundred Dollars to us in hand paid do hereby assign transfer and set over to James Russell his heirs and assigns all our Right title interest and Claim to the within Indenture and Premises within mentioned and appertained In Witness whereof we have hereunto set our hands and seals this 14th day of November AD 1855

David Liddell
 Christian Liddell

Official Seal
 William Root

IN
 S IN

John Conyngham to Christian and David Liddell, July 11, 1853, \$390, 64 acres and 92 perches; this is the same land that Vaux sold to Theodore Mills on July 26, 1841. Mills then sold the property to Michael Gillespie on February 18, 1843 for \$200. Property then sold to Christian and David Liddell on October 16, 1843 for \$600.

“Being the same lot of land contracted to be sold by the party of the first part to Theodore Mills on the 26th day of July AD, 1841, who assigned to Theodore Mills on the 26th day of July A.D., 1841, who assigned his interest to Michael Gillespie on the 18th day of February AD 1843, whose interest by will duly registered in Luzerne County on the 16th day of October 1843, became vested in Christian Russell who intermarried with David Liddell, the parties of the second part hereto.”

section to the place of beginning containing sixty four acres and ninety two perches more or less being part of a larger tract of land in the western part of Samuel Russell's numbered twenty seven (27) — Being the same lot of land contracted to be sold by the party of the first part to Theodore Mills on the 26th day of July AD, 1841, who assigned his interest to Michael Gillespie on the 18th day of February AD, 1843, whose interest by will duly registered in Luzerne County on the 16th day of October 1843, became vested in Christian Russell who intermarried with David Liddell, the parties of the second part hereto.

“Know all men by these Presents that we David Liddell of Wayne County State of Ohio & Christiana his wife for and in Consideration of six hundred dollars to us in hand paid do hereby assign transfer and set over to James Russell his heirs and assigns all our Right title and interest to the within indenture and the Premiums within mentioned and appertained...In Witness whereof we have here hereunto set our hands and seals this the 14th day of November AD 1855...”

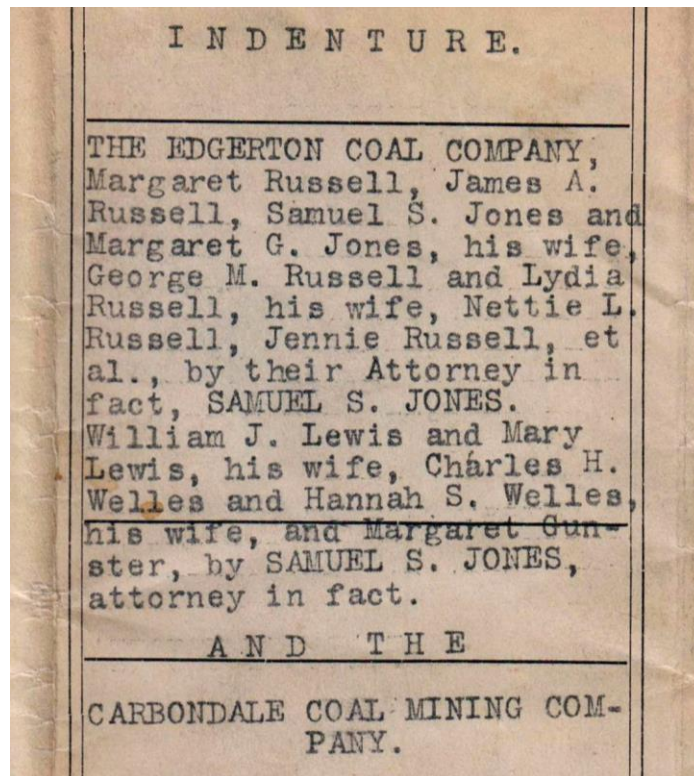
Know all men by these Presents that we David Liddell of Wayne County
 State of Ohio & Christiana his wife for and in Consideration of Six Hundred
 Dollars to us in hand paid (to hereby assign hereof and set over to James
 Russell his heirs and assigns all our Right title and interest to the within
 indenture and the Premises within mentioned and ascertained
 In Witness whereof we have hereunto
 set our hands and seals this 14th day of November A.D. 1855 In Presence of us
 Alfred East
 William Root

David Liddell
 Christiana Liddell

30-34. George P. Steele to Michael Reilly, 23 acres of land, November 7, 1842

35-61. Estate of William Wurts (deceased 1858, survived by his wife, Lucretia J. Wurts) to James Russell, who paid \$1,888.39 for the interest of the three Wurts minor children (Eliza A., William A., and Frederick H.) in the 251 acres and 247 perches of land in Carbondale that was bought by James Russell on May 19, 1866 (\$15 per acre, in a private sale) for \$3,777.78. William Wurts died intestate, leaving a widow (Lucretia J. Wurts) and seven children: Three minors: Eliza A., William A., and Frederick H., and four adult children: Helen S., Harriet L. (now wife Rev. Franklin C. Jones), Theodore F., Frederick H., and George A. (now deceased, without issue, and intestate).

“INDENTURE: The Edgerton Coal Company, Margaret Russell, James A. Russell, Samuel S. Jones and Margaret G. Jones, his wife, George M. Russell and Lydia Russell his wife, Nettie L. Russell, Jennie Russell, et al., by their Attorney in fact, Samuel S. Jones. William J. Lewis and Mary Lewis, his wife, Charles H. Welles and Hannah S. Welles, his wife, and Margaret Gunster, by Samuel S. Jones, attorney in fact AND THE Carbondale Coal Mining Company.



“Carbondale Coal Company. / This company recently formed under the general mining law, has purchased some 400 acres of Coal lands immediately below this city—all in one body,—and will be understand sink a shaft immediately and prepare for a business of 100,000 tons per year. The lands belonging to the Company are known as the north half of the tract in the warrantee name of ‘James Rider,’ the farms known as the ‘Morgan’ and the ‘Depew’ Farms. The works of the Company will be nearly opposite the residence of Sam’l R. Meredith, Esq., and we are assured will be prosecuted with all vigor. The coal will be sent east from here, whether by the Delaware & Hudson railroad, or by the new Lackawanna & Lanesboro’ road—the charter for which has just been obtained, we are unable to say. We hail this, the first private enterprise of the kind in our vicinity [emphasis added], with a hearty welcome, as an earnest of others soon to follow. / The officers are, Orrin Whitmore, President; **Thomas Gillespie, Treasurer;** Lewis Jones, Secretary. Managers, D. N. Lathrope, H. S. Pierce, Orrin Whitmore, John S. Law, and Charles B. Campbell. Incidentally, we hear of other enterprises, not yet fully matured, to be commenced below this in the valley.” (*Carbondale Transcript and Lackawanna Journal*, February 8, 1856, p. 2)

Carbondale Coal Company Breaker: On the *Map of the City of Carbondale Lackawanna County, Pennsylvania 1909, From Actual Surveys By and Under the Direction of George William Tappan*, on the property back of/to the south of the New Catholic Cemetery at the south end of Park Street there is a breaker identified as the "Carbondale Coal Co. Breaker."

The Carbondale Coal Company is now (1909) mining coal under the Russell Tract (owned by the parties of the first part: Edgerton + the Russells). For the purpose of enabling them to successfully continue their mining and increase their output so as to benefit the parties of the first part, who are the lessors herein, it is desired by Carbondale Coal Company to be granted

permission to construct and maintain a railway connecting their colliery to the Honesdale Branch of the Delaware and Hudson Railroad, the said right of way to begin at a point in the Southerly line of the William Brennan tract, the Northerly line of that portion of the Russell Park plot; thence in a Southerly and Easterly direction to the line of the said Honesdale Branch of the D&H Railroad Company.

62-71: Russells and Edgerton to Carbondale Coal Mining Company

THIS INDENTURE, Made the day of November, one thousand nine hundred and nine, by and BETWEEN THE EDGERTON COAL COMPANY, a corporation of the State of Pennsylvania, and MARGARET RUSSELL, JAMES A. RUSSELL, SAMUEL S. JONES AND MARGARET G. JONES, his wife, GEORGE M. RUSSELL AND LYDIA RUSSELL, his wife, NETTIE L. RUSSELL, JENNIE RUSSELL, ET AL., by their attorney in fact SAMUEL S. JONES, duly created by a Power of Attorney recorded in Power of Attorney Book 5, page 110, Lackawanna County, WILLIAM J. LEWIS AND MARY LEWIS, his wife, CHARLES H. WELLES AND HANNAH S. WELLES, his wife, AND MARGARET GUNSTER, by SAMUEL S. JONES, their attorney in fact, duly authorized by a power of attorney recorded in Power of Attorney Book 6, page 216, Lackawanna County, parties of the first part, A N D THE CARBONDALE COAL MINING COMPANY, a corporation of the State of Pennsylvania, party of the second part.

WHEREAS, the party of the second part is mining some of the coal under the tract of land owned by the parties of the first part in the City of Carbondale, County of Lackawanna and

first part, A N D THE CARBONDALE COAL MINING COMPANY, a corporation of the State of Pennsylvania, party of the second part.

WHEREAS, the party of the second part is mining some of the coal under the tract of land owned by the parties of the first part in the City of Carbondale, County of Lackawanna and State of Pennsylvania, known as the Russell Tract:

AND WHEREAS, for the purpose of enabling them to successfully continue their mining and increase their output so as to benefit the parties of the first part, who are the lessors herein, it is desired that the party of the second part may have a switch connecting their coal breaker with the Honesdale Branch of the Delaware & Hudson Railroad;

AND WHEREAS, the Edgerton Coal Company and the party of the second part are now negotiating for a lease of part of the said Russell tract not now under lease to the party of the second part, and which if consummated will result in increasing the output from the said tract of land and the royalties of the parties of the first part;

AND WHEREAS, the party of the second part to build the branch as desired will be obliged to outlay and expend a large sum of money, and before doing so desire that they may be protected in their use and enjoyment of said right of way;

AND WHEREAS, it is considered to the advantage of the parties of the first part that this be done;

NOW, THEREFORE, WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Dollar (\$1.) and other good and valuable consideration unto them well and truly paid by the said party of the second part, the receipt whereof is hereby acknowledged, doth hereby remise, release and quit-claim unto the said party of the second part, its successors and assigns, the right of way for the purpose of constructing and maintaining a railway connecting the colliery of the said Carbondale Coal Mining Company with the Honesdale Branch of the Delaware & Hudson Railroad, the said right of way to begin at a point in the Southerly line of the William Brennan tract, the Northerly line of that portion of the Russell Park plot; thence in a Southerly and Easterly direction to the line of the said Honesdale Branch of the Delaware & Hudson Railroad Company.

lease and quit-claim unto the said party of the second part, its successors and assigns, the right of way for the purpose of constructing and maintaining a railway connecting the colliery of the said Carbondale Coal Mining Company with the Honesdale Branch of the Delaware & Hudson Railroad, the said right of way to begin at a point in the Southerly line of the William Brennan tract, the Northerly line of that portion of the Russell Park plot; thence in a Southerly and Easterly direction to the line of the said Honesdale Branch of the Delaware & Hudson Railroad Company.

It is hereby understood and agreed that the rights hereby released apply only to the unsold portions of the said Russell Park Tract.

This grant is to exist during the term or period which the said, The Carbondale Coal Mining Company, its successors or assigns, shall operate a colliery on the William Brennan Tract aforesaid, or under any lease made with the Edgerton Coal Company, its assigns or co-owners of the Russell Tract, and no longer.

The said S. S. Jones as attorney in fact for the owners thereof, joins in this instrument for the purpose of protect-

ing the party of the second part against any question that might be raised as to the rights of the Edgerton Coal Company in the surface of said land.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions, remainders, rents, issues and profits thereof: And also, all the estate, right, title, interest, property claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in, or to the above described premises, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, its successors and assigns, for the period hereinbefore provided for.

The said Edgerton Coal Company doth constitute and appoint A. F. Law to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this deed before any person having authority by the laws of the Commonwealth of

thereof, with the appurtenances.

TO HAVE AND TO HOLD all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, its successors and assigns, for the period hereinbefore provided for.

The said Edgerton Coal Company doth constitute and appoint A. F. Law to be its attorney for it and in its name and as and for its corporate act and deed to acknowledge this deed before any person having authority by the laws of the Commonwealth of Pennsylvania to take such acknowledgment to the intent that the same may be duly recorded.

IN WITNESS WHEREOF, the Edgerton Coal Company has caused these presents to be executed by its proper officers in accordance with law, and the remaining parties of the first part have caused these presents to be executed in accordance with law.

THE EDGERTON COAL COMPANY,

By _____

Attest:

Secretary.

Margaret Russell, James A. Russell,
Samuel S. Jones and Margaret G. Jones,
his wife, George M. Russell and Lydia
Russell, his wife, Nettie L. Russell,
Jennie Russell, et al., and William J.
Lewis and Mary Lewis, his wife, Charles
H. Welles and Hannah S. Welles, his
wife, and Margaret Gunster,
By

Their Attorney in Fact.

72-76: Revocation of Letter of Attorney, The Edgerton Coal Co. to Samuel S. Jones

77-88: Vaux to Mills, assigned to Michael Gillespie:

332
TLEMENT

DEED

Margaret Richard &
Thomas Wister Vaux

to

Theodore Mills

assigned to

Thos. Gillespie,

Filed Aug. 7, 1843

Recd

Jan

50

Recording fee 1.50

\$2.00

Prochabon of
Thos. Gillespie Aug 9/43
E. W. Potter

Vaux to
Mills and
then
assigned to
MICHAEL
GILLESPIE
(not
Thomas)

THIS INDENTURE,

Made the *fiftyeth* day of *July*

and Thomas Wistar Vaux, of the City of Philadelphia, by th Attorney-in-fact, Gorden F. M
ding of Deeds in the County of Luzerne, of the first part, and *Theodore Mills of Car*
That the said parties of the first part, for and in consideration the sum of *two hundred*
of the second part, at and before the ensealing and delivering *to* of, the receipt whereof they do
administrators, by these presents have granted, bargained, sold, *ened*, enfeoffed, released and co
and to *his* heirs and assigns, all that certain lot, piece or

*Beginning at a post the North west corner of this tract Thence
a post Thence by land containted to David Kelly South forty
South forty five degrees West eighty three perches to a p
West sixty nine perches to the place of Beginning
being Lot N^o 33 of George Wetherers survey of the tax lands a
Commonwealth of Pennsylvania by Stat having date the
Patent Book N^o 25 page 224 for the consideration therein
tenants in common in fee and the said Saranna Vaux has
and interest in the same hath descended to and become re
to the grantors, The party of the first part reserves to the
said land with the right to dig mine and carry away*

NTURE,

Made the *fiftieth* day of *June* in the year of our Lord, one thousand

of the City of Philadelphia, by th Attorney-in-fact, Gorden F. Mason, duly constinted by letters of Attorney, dated
of Luzerne, of the first part, and *Theodore Mitty of Carbonate township Luzern county*
rst part, for and in consideration the sum of *two hundred and fourteen dollars*.

ore the ensealing and delivering of, the receipt whereof they do hereby acknowledge, and thereof acquit and foreve
nts have granted, bargained, sold, ened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell,
all that certain

lot, piece or parcel of LAND, lying and being in the township of

ost the North west corner of this tract Thence by the Coppingham lands North for
land contained to David Kelly South forty five degrees East sixty nine
degrees West eight three perches to a post Thence by land contained
ne perches to the place of Beginning Containing thirty five acres
of George Wetters survey of the tax lands and Being part of a larger tract
Pennsylvania by Paul having date the eighth day of May 1794. Purs
25 page 224 for the consideration therein mentioned granted to the said
in fee and the said Saranna baux having since died intestate an man
same hath deved to and become vested in the said Roberts baux in
the party of the first part reserves to themselves their heirs executors and
the right to dig mine and carry away the same

Twentyeth

day of

June

in the year of our Lord, one thousand eight hundred

th Attorney-in-fact, Gorden F. Mason, duly constituted by letters of Attorney, dated the 18th day of
Theodore Mills of Carbondale township Luzern county Pennsylvania
in the sum of two hundred and fourteen dollars.

Dollars, lawful money

of, the receipt whereof they do hereby acknowledge, and thereof acquit and forever discharge the s
l, ened, enfeoffed, released and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, re
lot, piece or parcel of LAND, lying and being in the township of Carbondale

of this tract Thence by the Cognition lands North forty five degrees
South forty five degrees East sixty nine perches to
three perches to a post Thence by land contracted to Philip
place of Beginning Containing thirty five acres one hundred
of the tax lands and Being part of a larger tract of land
at having date the eighth day of May 1795. Enrolled in the
consideration therein mentioned granted to the said Roberts by
a Saranna tax having since died intestate an unmarried and
to and became vested in the said Roberts Tax in fee and by
part reserves to themselves their heirs executors administrators
and carry away the same

and forty-^{two} between Margaret Vaux, Richard Vaux,
February, 1842, and recorded in the office for the Recor-
of the second part, WITNESSETH—
f the United States, to them in hand paid, by the part ^y
d part ^y of the second part, ^{his} heirs, executors, and
ease and confirm unto the said party of the second part,
and bounded as follows, viz:—

runs East eighty three perches to
port Thence by lot 1003
North forty five degrees
and twenty seven perches
ed Colerhell which the
nells office of the record state in
and to Susanna Vaux as
without issue all the right title
a regular chain of conveyances down
two assigns all the minerals in

Together with all and singular, the rights, liberties, privileges, hereditaments and profits thereof. And also, all the estate, right, title, interest, claim and demand of the second part, *his* heirs and assigns, forever. And the said parties of the second part, *his* heirs and assigns, that the above described premises, with the appurtenances, lawfully claiming, and to claim the same *from and under*

In witness whereof, the said parties of the first part, have hereunto set their hands

SEALED AND DELIVERED
IN PRESENCE OF

J. M. Crane
H. P. Pennington

RECEIVED the day of the date of the above
of the above named *Thomas Mills*

the full consideration money above mentioned.

John F. Marion
in fact for the grant

ileges, hereditaments and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reverend of the first part, in law or equity, of, in, to or out of the same. TO H
demand, whatsoever, of the said party of the second part, his heirs and assigns, to the only proper use
be, with the appurtenances, unto the and their heirs, executors and administrators, promise, grant and agree, to and
ies of the first part, do for themselves, of the second part, his heirs and assigns, they will warrant and forever de
the appurtenances, unto the said party

under them on their heirs or assigns

their hands and seals. Dated the day and year first above written.

the above Indenture,
is

ioned.

Marion Attorney

the grantors

St. John County, ss.

Be it remembered, that on this *thirteenth* day
of *June* A. D. 1842, personally came
before the subscriber, a justice of the peace, in and for said
county, Gordon F. Mason, Attorney-in-fact for the above
named grantors, and acknowledged the foregoing Indenture
to be his act and deed, and the act and deed of his constitu-
ents therein named, with intent to be recorded as such.

Witness my hand and seal the date aforesaid.

Henry M. Vaniga
Justice of the Peace

Mary

Richard

Thomas

By this

Gordon

ny wise appertaining, and the reversions and remainders, rents, issues
in, to or out of the same. **TO HAVE AND TO HOLD**, the said
and assigns, to the only proper use and behoof of the said part
ors, promise, grant and agree, to and with the said part of the
is, they will warrant and forever defend against all and every person

Maryant Vaux

Richard Vaux

Thomas Wister Vaux.

By their Attornies in fact

Gordon H. Mason



Luzerne County, Pa
 Received in the office for recording of deeds and
 and for said County, in deed book No 40 page 195.
 Witness my hand and seal of office this 7th day
 of August A.D. 1843
 Chris W. Potter
 Recorder
 Know all men by these Presents that we David Liddell of Wayne County State
 of Ohio and Christian his wife for and in consideration of the sum of fifteen
 Hundred Dollars to us in hand paid by which sum for and to wit
 to James Russell his heirs and assigns all our right title interest and claim to
 the within Indenture and Premises within mentioned and expressed
 In Witness whereof we have hereunto set our
 hands and seals this 11th day of November A.D. 1855
 David Liddell
 Christian Liddell
 Affixed & past
 William Root
 Luzerne County
 Carbondale City Pa
 Before me the Subscriber one of the Aldermen in and for the City of Carbondale Penn
 aly appeared the above named David Liddell of Wayne County State of Ohio and Christian
 his and in due form of Law acknowledged the above written Indenture or agreement to be
 their act and deed and owned the same might be recorded as such. And the said
 Christian being of full age and separate and apart from her said husband by me
 examined and the full contents of the of the above writing being by me first made known
 to her did declare that she did voluntarily of her own accord sign seal and deliver
 the above agreement without any compulsion or coercion of her said husband
 signed sealed and delivered at Carbondale City the 11th day of November A.D. 1855
 William Root Alderman

Luzerne County, Pa.
 Received in the office for recording of deeds here
 and for said County, in deed book No 40 page 195.
 Witness my hand and seal of office this 7th day
 of August A.D. 1843 *Chas W. Potter*
 Recorder
 Know all men by these presents that we David Liddell of Wayne County State
 of Ohio and Christian his wife for and in consideration of the sum of fifteen
 Hundred Dollars to us in hand paid by ~~James Russell~~ ^{James Russell} and set over
 to James Russell his heirs and assigns all our right title interest and claim to
 the within Indenture and Premises within mentioned and expressed
 In Witness whereof we have hereunto set our
 hands and seals this 11th day of November A.D. 1855
 sealed and delivered in presence of us
David Liddell
Christian Liddell
Michael Gillespie
William Root

"Deed: Indenture June 30, 1842 between Margaret, Richard and Thomas Vaux and Theodore Mills,
 \$214, land in Carbondale: 35 acres 127 perches; Theodore Mills and his wife, for \$200 assigned,
 transferred and set over to Michael Gillespie this land on February 18, 1843."

NK T Know all men by these presents that we Theodore Mills of Carbondale, Luzerne
 County, Penna and Maria's Wife, for and in consideration of the sum of two hundred
 dollars to us in hand paid by ~~Michael Gillespie~~ ^{Michael Gillespie} and set over to Michael
 Gillespie his heirs and assigns, all our right title and interest to the within
 written indenture, and the premises within mentioned and described.
 In witness whereof, we have hereunto set our hands
 and seals this 18th day of February 1843.
Theodore Mills
Maria Mills
 In presence of
Mr. L. and
H. P. P. P.

Know all men by these presents, that we Theodore Mills of Carbonado, Luzerne
 County, Penna and Maria's Wife, for and in consideration of the sum of two hundred
 dollars to us in hand paid, do hereby assign, transfer, and set over to Michael
 Gillespie his heirs and assigns, all our right, title and interest to the within
 written indenture, and the premises within mentioned and described.
 In witness whereof, we have hereunto set our hands
 and seals this 18th day of February 1843.
 In presence of
 M. L. Grant
 H. P. Pringle
 Theodore Mills
 Maria Mills
 Luzerne County ss
 The 18th day of February AD 1843.
 Before the undersigned, one of the Justices
 of the Peace in and for said County, personally appeared the above
 named Theodore Mills and Maria his Wife, in and in forms of law
 acknowledged the above written indenture, or assignment, to be their
 act and deed, and advised the same might be as correct as such
 and Maria being of full age, & separate & apart from her
 said husband by one of them privately examined and the full contents
 of the said writing being by me first made known unto her, and
 then she declared that she did voluntarily and of her own
 free will and accord sign, seal, and set her act and deed
 to the above written indenture, or assignment, or conveyance
 without any coercion, or compulsion of her said husband
 We all my hand & seal, the day & year above said
 Henry P. Pringle
 Justice of the Peace

These 35 acres and 127 perches of land were the original
 Russell property in Fell Township. They were “assigned,
 transferred and set over” to Michael Gillespie for \$200 on
 February 18, 1843 by Theodore Mills. When Michael Gillespie died
 (buried in Elkdale Cemetery), his fiancé, Christina, became the owner of this land. She married
 David Liddell and Christina and David Liddell sold the property to James Russell.

“David Liddell of Wayne County, state of Ohio, and Christian his wife, for an in consideration of
 the sum of thirteen hundred dollars, transfer and set over to James Russell all our right title interest
 and claim to the within indenture and premises within mentioned and set our hands and seal this
 11th day of November AD 1855.”

Greene County, Pa



Recorded in the office for recording of Deeds in
and for said County, in deed book No 40 page 195
Witness my hand and seal of office this 7th day
of August A.D. 1843

Chris W. Potter

Recorder

Know all Men by these Presents that we David Liddell of Wayne County State
of Ohio and Chreshen his wife for and in Consideration of the sum of thirteen
Hundred Dollars to us in hand paid by ~~Samuel Russell~~ ^{Samuel Russell} and set over
to Samuel Russell his heirs and assigns all our Right title interest and Claim to
the within Indenture and Premises within mentioned and contained
In Witness whereof we have hereunto set our
hands and seals this 15th day of November A.D. 1855

Signed and delivered in Presence of us

Michael East
William Root

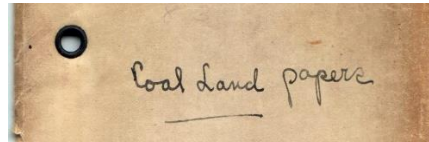
David Liddell
Christian Liddell

Is and Lead
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89-104. Written on the front of this document, possibly by Eleanor Jones, is: "Coal Land Papers"



These coal lands were owned by James Russell and Thomas Gillespie.

WHEREAS, James Russell in his life time took and held title in his name, but for the joint interest of himself and Thomas Gillespie, all the following described lands in the late township of Carbondale, now city and township of Carbondale, Lackawanna County, Pennsylvania, being part of two tracts in the warrantee name of Henry Rider and Samuel Rider, bounded as follows : Beginning at a heap of stones for wes-

..... containing 251 acres and 147 perches of land—one-half of which was owned by James Russell and one-half of which was owned by Thomas Gillespie.

AND WHEREAS, the said James Russell died on the 28th day of May, A.D. 1872, intestate, leaving to survive him a widow Margaret Russell, and the following children : James A. Russell, Margaret G. Jones intermarried with Samuel S. Jones, George B. Russell, John Russell, since deceased, who left to survive him Belle Russell, widow, and a minor child, James B. Russell; Nettie Russell, Jennie Russell and William Russell, the last two being still minors, without having made any provision for the conveyance to the said Thomas Gillespie of his undivided half interest in the lands aforesaid.

AND WHEREAS, the said Thomas Gillespie died on the

day of October, A.D. 1867, testate, and H. S. Pierce, John S. Law and Thomas Dickson were named in his will as executors.

AND WHEREAS, the said H. S. Pierce, John S. Law and Thomas Dickson, executors of Thomas Gillespie as aforesaid, advertised the undivided one-half of the lands above described, and sold the same at public sale on the 22nd day of March, 1875, at which sale J. B. Gillespie and James W. Gillespie became the purchasers, and the said executors made a deed therefor on the 15th day of February, 1877, which is recorded in the Recorder's office of Luzerne County in deed book 201, page 508, etc.

AND THEREUPON the title of said lands is now vested in the following persons in the proportions named :-

William J. Lewis, one-eighth.

Fred. W. Gunster, one-eighth.

W. N. Eastabrook, one-fourth.

James A. Russell, one-fourteenth.

Margaret G. Jones, one-fourteenth.

George M. Russell, one-fourteenth.

Nettie L. Russell, one-fourteenth.

Jennie Russell, one-fourteenth.

William A. Russell, one-fourteenth.

James ^R Russell, one -fourteenth.

The said seven-fourteenths interest last mentioned of the Russell heirs being subject to the dower interest of Margaret Russell, widow of James Russell, deceased; and the one-fourteenth of James ^R Russell being further subject to the dower interest of Belle Russell, widow of John Russell, since deceased.

That James A. Russell has been appointed guardian of the said Jennie Russell, and George M. Russell has been appointed guardian of the said William A. Russell, and Sanford E. Wedeman has been appointed guardian of James ^R Russell.

The seven
Russell heirs

Now, this Indenture made this *Thirtieth* day of
October A.D. 1888, by and between Margaret Russell,
widow of James Russell, deceased, James A. Russell, Samuel S.
Jones and Margaret G. Jones, his wife, ^{*Sydia Russell his wife*} George M. Russell ~~and~~,
Nettie L. Russell, Jennie Russell, by her guardian James A.
Russell, and William A. Russell, by his guardian George M.
Russell, Belle Russell, widow, and James B. Russell, son of
John M. Russell, deceased, ~~by his guardian~~ *Sanford E. Wedeman*

Indenture, October
13, 1888, between
the seven Russell
heirs and the Hillside
Coal and Iron
Company

parties of the first part, and The Hillside Coal & Iron Company, a corporation of the State of Pennsylvania, party of the second part hereto,

WITNESSETH : That the said parties of the first part for and in consideration of the rents, covenants and agreements hereinafter reserved and contained to be paid, kept and performed by the said party of the second part, have granted, leased, demised and to mine let, and by these presents do grant, lease, demise and to mine let unto the said party of the second part, all the merchantable coal in, under and upon the equal undivided one-half part of the foregoing described lot, piece or parcel of land.

The interest of the said parties of the first part hereby leased being the equal undivided one-half part of said land above described. With the right to the party of the second part to enter into and upon said land and to mine, take and remove the same for their own use and benefit; also with the right to use and occupy so much of the surface of said land as shall or may be necessary for said mining purposes, depositing culm or waste of any kind, planes, openings and shafts, mine roads, branch roads, tracks and such other structures or erections as shall or may be required in said mining operations. Said land after the party of the second part shall

cease to use the same for the purposes of mining the same shall revert to the parties of the first part.

TO HAVE AND TO HOLD all the said merchantable coal in, under and upon the said land, and to use, occupy and enjoy all the rights, liberties and privileges hereinbefore and hereinafter mentioned and granted, and the necessary incidents thereto unto the said Hillside Coal & Iron Company, their successors and assigns, until the exhaustion of all the merchantable coal, yielding and paying therefor unto said lessors, their heirs, executors, administrators or assigns, the rents and royalties hereinafter stipulated to be paid by said second party hereto.

And the said party of the second part in consideration of the aforesaid lease, grant and demise doth hereby covenant and agree with the said parties of the first part, that it, the said party of the second part, will enter in and upon the said lands, mine and take therefrom all the coal which by energetic prosecution of said business they can practicably and safely mine and take that is of as good quality and that can be mined and prepared for market at not exceeding the cost of the average of coal mined in said Carbondale City and Township; and the party of the second part shall not be liable for any injury caused or damage done to the surface of said land or any improvements that may be put thereon; and it further covenants and agrees to pay to the said parties of the

first part at the prices hereinafter mentioned, unless excused from such payment by the provisions hereinafter contained for one-half the rent or royalty on at least Twenty Thousand (20,000) tons during the first year of this agreement whether mined or not. Said year to commence on the date hereof, and in each year thereafter not less than thirty thousand (30,000) tons of said coal whether mined or not; any coal not mined but paid for as herein provided shall be at the rate of thirty (30) cents per ton.

Provided that any tonnage paid for in any year and not mined shall and may be mined at the pleasure of the second party hereto.

The said royalty or rental to be paid in equal monthly installments, and any coal mined in any month in excess of its proportionate part of the yearly tonnage herein provided for (unless the said party of the second part has paid for more coal than has at that time been mined) shall be paid for on the time herein provided for the payment of monthly royalty or rent.

And the said parties to this Indenture do hereby further covenant and agree each to and with the other as follows
viz :-

FIRST, That the said party of the second part from and after the execution of this agreement shall and will on the Twentieth day of each month pay to the said parties of the

first part for the undivided one-half of all the merchantable coal mined during the preceding month if the same exceeds the tonnage above provided for, otherwise on the basis of the minimum tonnage, except only so much thereof as may be necessarily used in the mining and preparing said coal; culm to be used when practicable; and for all coal above and including the size called chestnut the sum of thirty (30) cents shall be paid for each ton of twenty-two hundred and forty (2240) pounds of cleaned and prepared coal. The term chestnut coal is intended to include all coal that will pass over a screen of three-fourths ($3/4$) of an inch mesh; and for all pea coal, that will pass through a screen of three-quarter ($3/4$) mesh, and not pass through a screen of one-half ($1/2$) inch mesh, the sum of fifteen (15) cents per ton as aforesaid. And for all coal smaller than pea coal six (6) per cent of the market price of such coal at tide-water as determined by the sales of the Delaware & Hudson Canal Company and the Delaware, Lackawanna & Western Railroad Company for the time then being.

The coal mined from this land shall not be run through the breaker more than once and no more small coal shall be produced than is the average production of other mines and breakers in the same vicinity.

SECOND. That should serious faults occur in the mines upon said property, or the buildings or structures necessary to the

handling and preparing said coal or the transportation thereof to market, be burned, or destroyed, or should strikes occur so as to prevent the said party of the second part from mining, preparing or having transported the quantity of coal heretofore agreed to be paid for annually, the said party of the second part shall to the extent that they are thus prevented be relieved from mining or paying for the aforesaid stipulated quantity, but they shall use all reasonable exertions to remove said obstacles and difficulties, and in order to prevent and put an end to strikes among employes, they shall offer to pay the same wages for like services in the same vicinity.

THIRD, The weight of the coal shall be ascertained from scales to be furnished by the party of the second part by its weighmaster, by it appointed and paid, at its breaker, (this being known as the shipping weight,) and an allowance shall be made for any snow and ice that may be on the cars and coal, and the fractional part of one hundred pounds in the weight of a car of coal shall not be counted, but the fractional part of one hundred pounds in the weight of the car in deducting the same from the gross weight shall be called one hundred pounds.

FOURTH. That the said parties of the first part by themselves or their agent or servant shall at all proper times have free access to the mines and the mining and shipping books, and weigh-master's books, of the party of the second

part, pertaining to the coal mined from the aforesaid premises, and any other necessary facilities for ascertaining the quantity of coal mined under this Indenture, and the said parties of the second part shall furnish a mining map at the end of six months, and each six months thereafter add to said map the workings of said mines, and shall furnish to the parties of the first part monthly statements of the quantity of coal mined during the preceding month.

FIFTH. Should any difference arise between the parties hereto or relating to or connected with the provisions of or the carrying out of this Indenture the same shall be referred to three (3) disinterested competent persons, of whom each party shall choose one, and the two so chosen shall choose the third, and a decision of a majority of them shall be final and conclusive.

SIXTH . The said parties of the first part hereby covenant and agree to pay all taxes levied upon the land and the party of the second part covenant and agree to pay all taxes of every kind and nature that may be levied, assessed or laid upon the coal conveyed hereby or any improvements they may put upon the land. Should the party of the second part fail to pay the rent or royalty aforesaid for two (2) months, or should fail to carry on mining operations, it shall be lawful to declare this lease void and thereupon to enter and take possession of the mines and improvements on the same without payment to the said party of the second part.

: Margaret Russell (SEAL)

: James A Russell (SEAL)

: Daniel S. Smith (SEAL)

: Margaret E. Jones (SEAL)

: Geo W Russell (SEAL)

Eydie Russell (SEAL)

Hettie L. Russell (SEAL)

June Russell
by her Guardian
James A Russell (SEAL)

William A Russell
by for guardian
Geo W Russell (SEAL)

Belle Russell (SEAL)

James B. Russell
by his guardian
Sanford E. Wideman (SEAL)

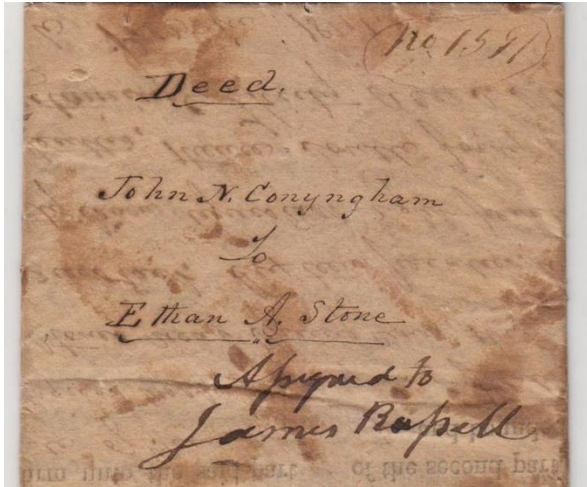
105-110:

Refs Ex No 2
 per 8, 01
 1863
 When James Russell has purchased the Contract
 of John Lee with L. J. Muts for the lands of
 of William Muts on the Henry & Samuel River
 tracts in Carbondale Township & has also
 purchased the right which Joseph Lee held in
 a strip of lands promised to him by
 & said Lee has intended to said Con-
 tract it is hereby agreed that the entire
 lands owned by William Muts Estate on
 these two tracts not sold to John Muts
 or laid out in City lots or lots attached
 to the City or Village of Carbondale shall
 go with his Contract that is the Contract
 of the said John Lee assigned to said
 Russell.
 Carbondale Pa. May 11, 1863.
 J. H. Muts
 Agent for
 L. J. Muts

111-122: Estate of Thomas Gillespie. Will of Thomas Gillespie probated November 9, 1867.
 Executors: H. S. Pierce, John S. Law, and Thomas Dickson

John B. Gillespie and James W. Gillespie: Thomas Gillespie has title to the undivided half interest in lands in Carbondale Township (now Carbondale City) containing 251 acres 147 perches (by contract from James Russell dated February 22, 1867). Said Gillespie died in 1867 leaving a will (executors: H. S. Pierce, John S. Law, and Thomas Dickson) which was sold (executor's sale) at the Wyoming House in Scranton on March 22, 1875, to John B. Gillespie and James W. Gillespie for \$1,725, which has been paid to the executors, but a deed to the purchasers has never been made, and since the sale the executors have settled their accounts and have been discharged from their trust, and John B. Gillespie and James W. Gillespie now want a deed. The executors were then ordered by the court on February 10, 1877, to execute the required deed to John B. Gillespie and J. W. Gillespie; they did so and on February 15, 1877.

123-131:



132-190: Exemplification of Deed, James Archbald to Wm. Wurts: Indenture made September 12, 1856 between James Archbald and his wife Sarah Augusta, and William Wurts. Wurts paid Archbald \$5,744 for three parcels of land in Carbondale.

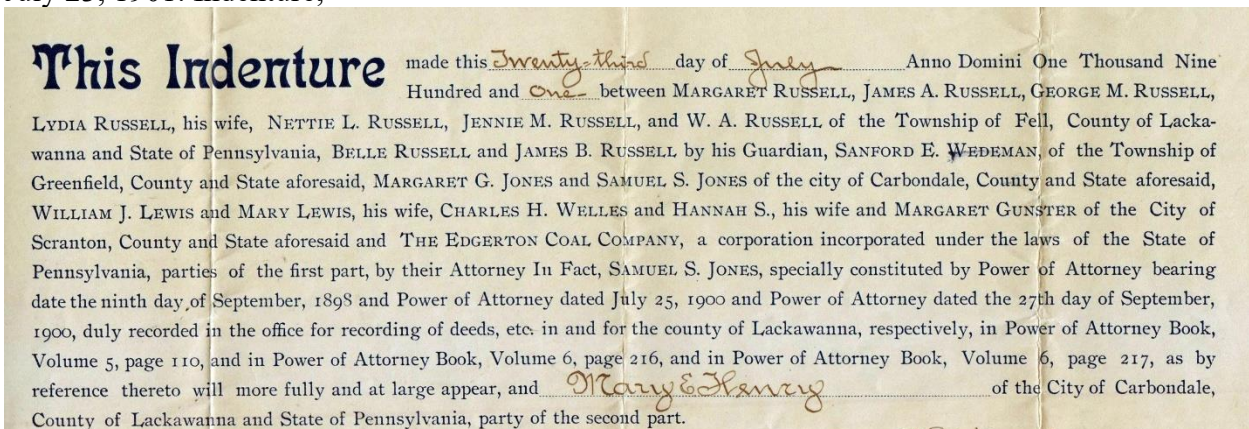
191-201: Deed, John N. Conyngham to John Phillips: \$48.17 for 6 acres and 141 perches strict measure in Carbondale Township, July 25, 1841

202-207: Deed: W. H. Edgett to Sebastian Roach, Indenture, December 10, 1887, between W. H. Edgett and Sebastian Roach, \$220, 6,075 square feet of land in Carbondale

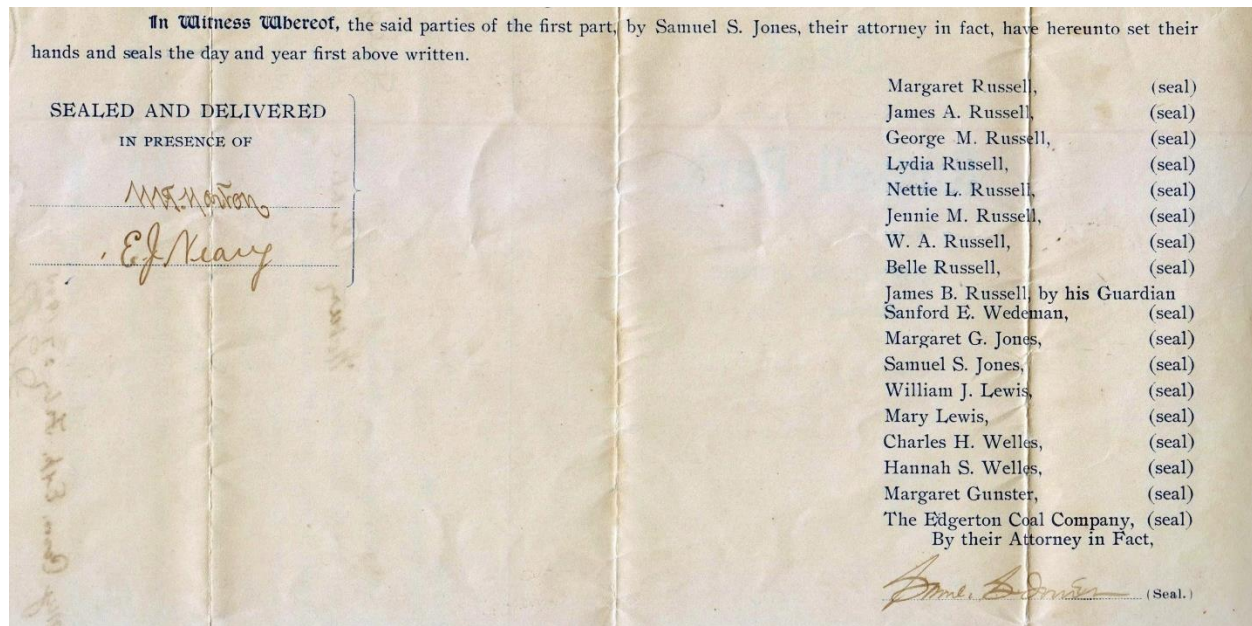
208-215: Deed, Sebastian Roach and wife to Theron O. Loomis, \$1,200, 6,075 square feet of land (161 Lincoln Avenue, Carbondale)

216-220: William Russell document, May 11, 1795. This is **not** William Anderson Russell.

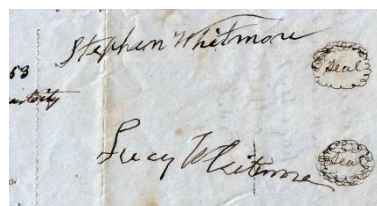
221-225: Deed. Russell park. Samuel S. Jones, Attorney In Fact, to Mary Henry, Lot No. 29, July 23, 1901. Indenture,



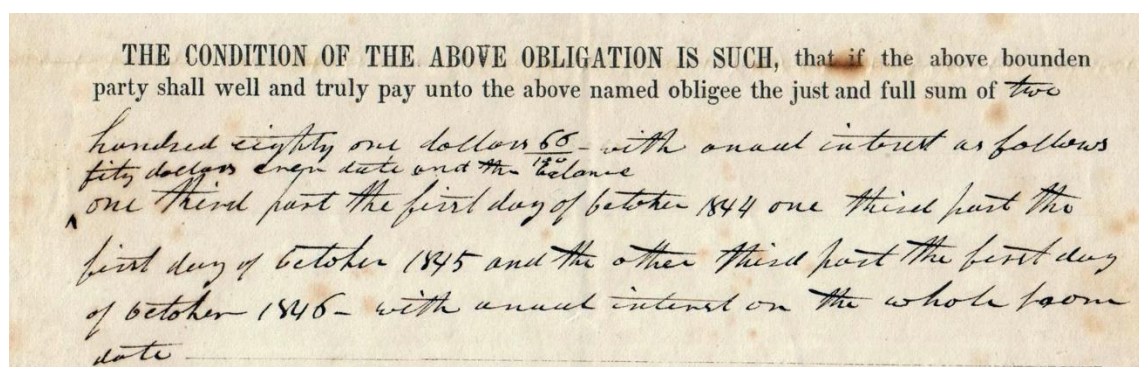
\$35, Lot No. 29, 50 feet in front on Park Street and 132.5 feet in depth, containing 6625 square feet of land.



226-230. Deed Stephen Whitmore and his wife Lucy of Greenfield Township to James Russell of Fell Township: January 25, 1853, \$650, 24 acres 101 perches

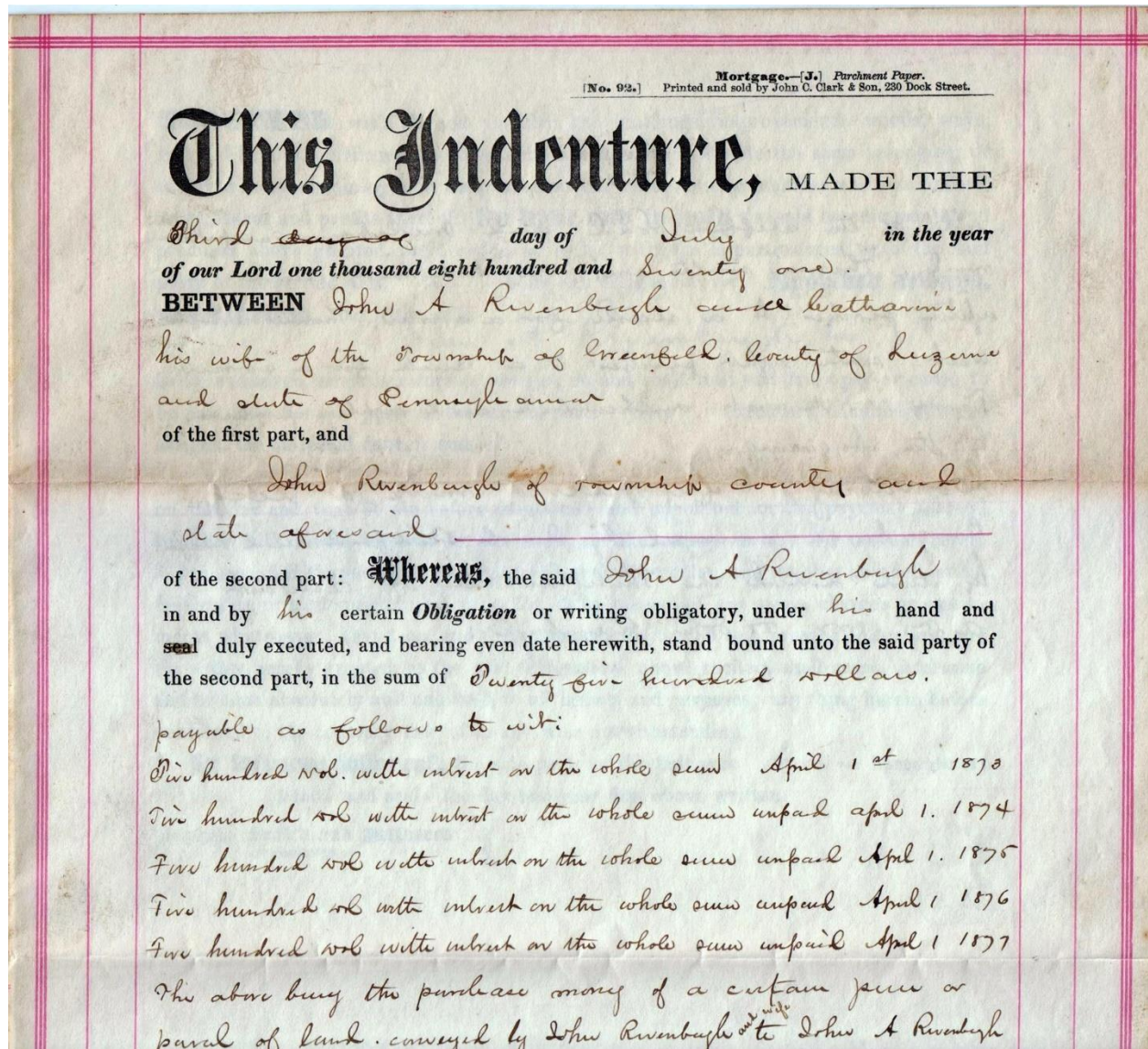


231-234: BOND, James McCale and John McCale to Margaret, Richard, and Thomas Wister Vaux, \$563.32, October 19. 1843.



235-249: Deed Margaret Richard Thomas Wister Vaux to James and John McCale:
October 27, 1846, \$5, 132 square rods; conveyed to James Russell, May 1, 1856.

250-255:



256-259: June 1954, William and Ora Russell, 27.14 acres of land in Greenfield Township to
Peter Orazzi for \$1,500.

260-265: Deed, November 2, 1923, from Maurice H. Wedeman to William A. Russell, \$1.00, 80
acres, "coal and minerals reserved as in prior deeds in chain of title,

266-272: Deed, Cunningham to Whitmore, February 10, 1842, 24 acres 101 perches

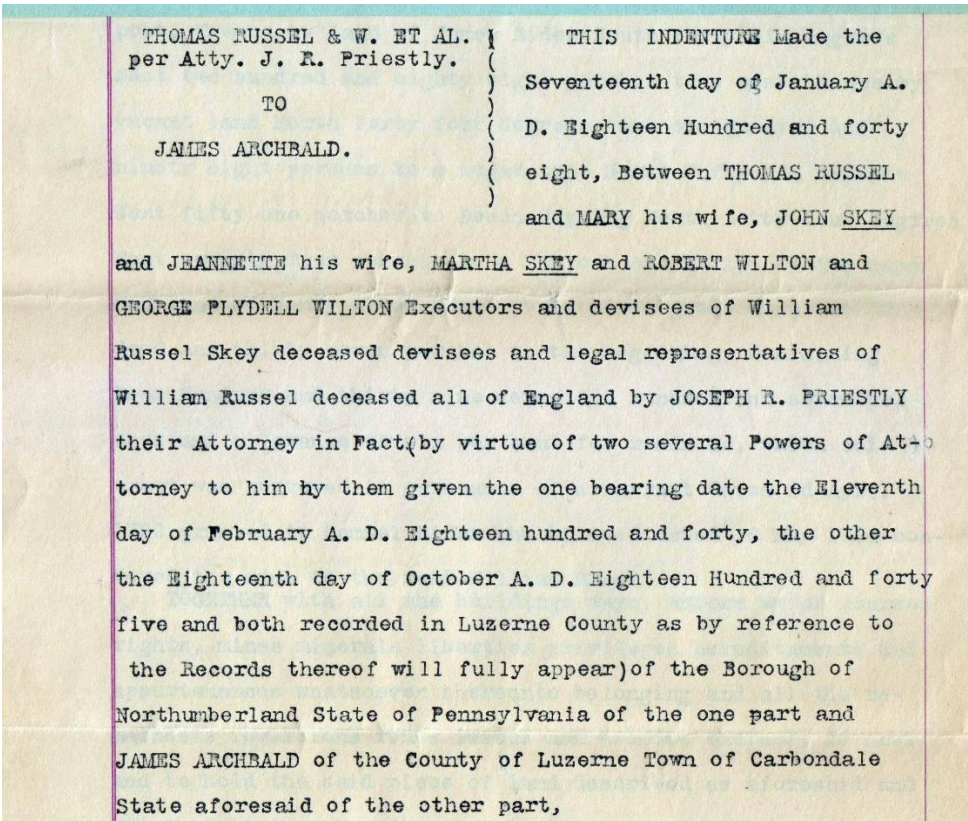
273-278: Ruben Cohen to William A. Russell, October 7, 1919, \$1.00, 80 acres of land more or less, coal and minerals reserved as in prior deed in line of title.

279-286: Mortgage, James and John McCale to Margaret, Richard and Thomas Wister Vaux, October 19, 1843, \$563.32, 57 acres and 442 perches

287-295: Deed, Margaret, Richard, and Thomas Vaux, to James and John McCale,. October 9, 1842, 57 acres 44 perches, \$343

296-311: Exemplification of Deed, The Delaware & Hudson Canal Company to James Archbald, December 27, 1847, \$4821 and 9/100 dollars, three parcels of land: (1) 345 acres and 108 perches; (2) 107 acres and 50 perches; (3) 275 acres and 95 perches

312-321: Exemplification of Deed, Thomas Russell and his wife Mary and others to James Archbald, January 17, 1848:



THOMAS RUSSEL & W. ET AL. } THIS INDENTURE Made the
per Atty. J. R. Priestly. }
TO } Seventeenth day of January A.
JAMES ARCHBALD. } D. Eighteen Hundred and forty
eight, Between THOMAS RUSSEL
and MARY his wife, JOHN SKEY
and JEANNETTE his wife, MARTHA SKEY and ROBERT WILTON and
GEORGE PLYDELL WILTON Executors and devisees of William
Russel Skey deceased devisees and legal representatives of
William Russel deceased all of England by JOSEPH R. PRIESTLY
their Attorney in Fact (by virtue of two several Powers of At-
torney to him by them given the one bearing date the Eleventh
day of February A. D. Eighteen hundred and forty, the other
the Eighteenth day of October A. D. Eighteen Hundred and forty
five and both recorded in Luzerne County as by reference to
the Records thereof will fully appear) of the Borough of
Northumberland State of Pennsylvania of the one part and
JAMES ARCHBALD of the County of Luzerne Town of Carbondale
State aforesaid of the other part,

\$4,800 paid by James Archbald for 439 acres and 107 perches for land on Lackawanna Creek, January 17, 1848.

322-329: Lucretia J. Wurts, Helen S. Wurts, Theodore F. Wurts, Franklin C. Jones and Harriet L. Jones to James Russell. May 19, 1866, \$1,889.39, 251 acres and 147 perches:

bounded and described as follows, viz: BEGINNING at a stones corner, the Western corner of a tract in the warrantee name of Sarah Ryan, thence by said tract South forty six degrees East sixty seven rods to a hemlock corner, thence by land in the warrantee name of Henry Ryan South forty four degrees West two hundred and fifty six rods to a beech, South forty six and a half degrees East nine and a half rods to a hemlock corner, South forty three and a half degrees West seventy seven and three quarters rods to a beech corner, South forty six degrees East fifty two rods to a stones corner and South forty four degrees West seventeen and a half rods to a stones corner; thence by land of the Delaware and Hudson Canal Company North fifty eight degrees West one hundred and thirty seven rods to a beech corner; thence North eight degrees East one hundred and one rods to a stones corner; thence North eighty five and three quarters degrees East one hundred and twenty one rods to a stones corner; thence North eight degrees East one hundred and twenty six and a half rods to a stones corner of land sold by William Harts to William Brennan; thence by said land South eighty one degrees East forty six and seven tenths rods to a post; thence North nine degrees East one hundred and ten and eight tenths rods to a post and stones; thence South fifty eight and a half degrees East eighty three and seven tenths rods to a stone corner in the line of land in the warrantee name of Sarah Ryan aforesaid, and thence by said land South forty four and a half degrees West thirty two and three fourths rods to the place of beginning: Containing Two Hundred and Fifty One Acres and one hundred and forty seven perches, or the same more or less.

END